

GENERAL TERMS OF SALE FOR FOREIGN CUSTOMERS

1. ENFORCEABLE RULES

All deliveries or services carried out by TERMOREGOLATORI CAMPINI COREL S.p.A., herewith appointed Seller are subject to the following terms of contract and to the Italian Law - with the exclusion of International Agreements, even if they have been ratified in Italy - which the Buyer accepts as the only law governing the business relation, without exception, unless there is an explicit departure from the terms of contract, set out in writing. Any agreement will be executed and any delivery carried out only upon sending of a copy of the order, together with the a.m. general terms, undersigned for acceptance, to the Sellers place of business.

2. PRICES

The Seller reserves the right to increase the prices quoted when the goods were ordered, if at the time of delivery modification amounting to no less than % have occurred in any cost component. The increase in price will account for the same percentage. Prices refer only to what has been clearly stated in the order. Any further delivery or service will have to be paid separately.

3. DELIVERIES

The delivery terms mentioned in the order are only indicative and the Buyer considers and accepts them as unessential. The Buyer refrains from making use of his right to cancel the contract automatically, subject to notice to observe the terms of the contract, and from claiming far penalty because of non- performance of the contract or for damages caused by delays. Deliveries will always be carried out according to schedule and to the Seller's productive capacity. Although not implicitly envisaged in the contract, the Buyer is not allowed to refuse to, carry out supplies once deliveries have been allotted. In all respect, delivery terms have effect as soon as all technical specifications necessary to carry out the order have been sent, and are automatically considered deferred, even far several times, should the seller require further information or explanations or should any complication occur during production in the period of time indicated in the relevant communication. The Seller fulfils his obligation to deliver the goods and relieves himself of any responsibility by placing the goods at the Buyer's, his carrier's, forwarding agent's or shipper's disposal at his own place of business. The merchandise is always shipped at the Buyer's risk. The Seller accepts no responsibility for packing as far as the chosen means of transport is concerned; besides, the Buyer releases him of any liability for damages caused to the goods by an insufficient or defective packing or by the breaking of the same during transportation. With respect to transportation and customs formalities, the Seller undertakes no obligation. For all supplies, a surplus or a shortage up to 5% of the total amount of the order is allowed. The Buyer is obliged to pay also the goods surplus.

4. PAYMENTS AND RETENTION OF TITLE

Payments are made according to the amount of money and terms indicated in the order, without prejudice to what is laid down in Art. 2. Before goods are delivered, the Buyer has to issue an irrevocable letter of credit in favour of me Seller, certified by a bank whose main office or branches are located in Italy, unless different terms of payment are indicated in the order. All the expenses relating to payments will be charged to the Buyer. The terms of payment are essential for the Seller and compulsory for the Buyer. In case of delayed payment, without prejudice to the Seller's right to break the contract, the Buyer has to pay the default interests, calculated according to the current prime rate of the Association of Italian Banks, with an increase by 5 points. The Seller reserves title to the goods delivered pending payments in full as well as reimbursement of any possible, additional cost.

5. GENERAL TEST AND INSPECTION

The supplied goods will be tested only by sample, at the Seller's place of business. The Buyer is authorized to be present at the general test and inspection, upon request to be sent in advance by registered mail. Shouldn't the Buyer be present at the general test and inspection, or shouldn't he set out any specific and documented remark during the test, all the supplied goods will be considered unconditionally and irrevocably accepted and in compliance with the required guarantees, with the orders general and detailed technical regulations, as well as suitable far the provided use.

6. GEOGRAPHIC RESTRICTIONS FOR THE USE OF THE PRODUCTS

The company products can circulate and be used, and I or assembled as components in other industrial products all over the World. The Seller, according to its management control, does not authorize, apart from its specific written declaration for each single delivery upon request from the Customer, the assembling, or the mounting of the company products supplied to Third Party in appliances, or final products, which have the United States market as specific destination. The Seller refuses therefore all responsibilities, in case of destination of the final product to the United States market.

7. GUARANTEE

The Vendor guarantees the proper functioning of the product with exclusive reference to the technical documentation included with the order, according to the conditions of usage declared by the Purchaser in the manner indicated below, with the condition that there is proof that the Purchaser has derogation of the am. duration of the guarantee. the period of the working of the product, for which the functional feature of " electric life end " is specified, must never exceed the max number of cycles achieved in the approvals obtained and mentioned on the web site www.campinicores.it. The guarantee is valid, in any case, only for domestic use of the products. At the time in which the order is conferred, the Purchaser must declare in writing all conditions and characteristics regarding the type and manner of usage of the product furnished by the Vendor; in the absence of such a declaration, the guarantee becomes invalid. The guarantee is limited solely to the substitution of those products recognized by the Vendor as defective and reconsigned by the Purchaser, with the exception of any right to compensation for damage of any nature or for intervention by substitution or repair by the Purchaser or clients. To quality for application of the present guarantee, the Purchaser is required to declare such an event within ten days of news of this and must enclose all documentation of the claim received from the client. Any right to action based on the present guarantee is determined within three months from the time the aforementioned claim is received.

8. DISPUTES AND SELLER'S LIABILITY

The Buyer has to give notice of vices, defects or dissimilarity of the goods different from those indicated in the a.m. Art. 5, only by registered mail, within 8 days from delivery. Any exception or dispute, although ascertained or documented through a survey report, will not authorize the Buyer to withhold or delay payment. In any case, the Seller's liability and duty is only to replace the faulty pieces, without prejudice to his faculty to cancel the contract, with the reimbursement of the already collected amount of money. The buyer will not be authorized to restore any indemnity against the vendor, expired one year after delivery of goods, due to compensation for damages due or paid in compliance with the product liability law.

9. COURT OF COMPETENT JURISDICTION

The Buyer agrees to refer any dispute arising from the enforcement and the interpretation of this contract, or in connection hereof, to the Italian Judicial Authorities, without exception. With respect to the a.m. disputes, none of them excluded, the courts in Como, Italy, shall have exclusive jurisdiction. The Buyer undertakes to commence no legal proceedings, not event precautionary or preliminary measures, at any other Court.

Far acceptance of the a.m. general terms and particularly of those indicated in the title-page.

For acceptance _____

Pursuant to Art. 1341 and An. 1342 of the Italian, Civil Code, the following clauses are approved in their whole content: Art. 3 (Deliveries); Art. 5 (General Test and Inspection); Art. 7 (Guarantee), Art. 8 (Disputes and Seller's Liability), Art. 9 (Court of Competent Jurisdiction).

For acceptance _____